UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

GEORGE R. LAUFENBERG,	: Case No.: 2:17-cv-01200-MCA-MAH
Plaintiff,	:
-vs-	: **AMENDED** **COMPLAINT AND JURY DEMAND**

NORTHEAST CARPENTERS' FUNDS a/k/a NORTHEAST REGIONAL COUNCIL OF CARPENTERS ("Northeast Regional Council");
NEW JERSEY CARPENTERS HEALTH FUND;
NEW JERSEY CARPENTERS' FUND;
NEW JERSEY CARPENTERS' PENSION FUND;
ROBERT NAUGHTON, Individually, and as Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
ROBERT SATRIANO, Individually, and as Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
MICHAEL SHANAHAN, Individually, and as Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
WILLIAM SPROULE, Individually, as President of and, Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
FREDERICK SWAYZE, JR., Individually, and as Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
ROBERT TARBY, Individually, and as Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund, and Labor Trustee of New Jersey

Carpenters' Health Fund;
ANTHONY VERRELLI, Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey
Carpenters' Health Fund;
PETER WOODWARD Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey
Carpenters' Health Fund;
JOHN BALLANTYNE, Individually, as
Executive Secretary-Treasurer of and,
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New
Jersey Carpenters' Health Fund;
WILLIAM BANFIELD, Individually, as Second
Vice President of and, Labor Trustee of Northeast
Carpenters' Annuity Fund, Labor Trustee of New
Jersey Carpenters' Pension Fund, and Labor
Trustee of New Jersey Carpenters' Health Fund;
SCOTT COLTON, Individually, and as Labor Trustee
of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
MICHAEL DeROSA, Individually, as Executive Board Member of and,
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
DAVID HAINES, Individually, as First Vice President
of and, Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
PAUL LEO, Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
ALEX LOPEZ, Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
THOMAS MAIRS, Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;

JAMES MALCOLM, Individually, and as
Labor Trustee of Northeast Carpenters' Annuity Fund,
Labor Trustee of New Jersey Carpenters'
Pension Fund, and Labor Trustee of New Jersey Carpenters' Health Fund;
JOHN DeLOLLIS, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New
Jersey Carpenters' Health Fund;
ROBERT EPIFANO, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
GLENN GARLATTI, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
EARL R. HALL, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund
MARK HALL, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
TODD HELFRICH, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund
AARON HILGER, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
ERIC JENSEN, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
BRAD JORREY, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
JACK KOCSIS, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
JAMES LOGAN, Individually, and as

Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund
BRIAN McGLONE, Management
Trustee of Northeast Regional Council
of Carpenters' Fund;
JOHN O'HARE, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
F. MATTHEW PEPE, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund
ROBERT POLISANO, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
ADAM SCHMIT, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
ALAN SEIDMAN, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
BRAD WALTERS, Individually, and as
Management Trustee of Northeast Carpenters' Annuity Fund,
Management Trustee of New Jersey Carpenters'
Pension Fund, and Management Trustee of New Jersey Carpenters' Health Fund;
DARYL BODEWES, Individually, and as
Council Member/Warden of Northeast Carpenters' Annuity Fund,
Council Member/Warden of New Jersey Carpenters'
Pension Fund, and Council Member/Warden of New Jersey Carpenters' Health Fund;
THOMAS BUCCO, Individually, and as
Council Member/Conductor of Northeast Carpenters' Annuity Fund,
Council Member/Conductor of New Jersey Carpenters'
Pension Fund, and Council Member/Conductor of New Jersey Carpenters' Health Fund;
DAN CHRISTY, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
EUSTACE EGGIE, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'

Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
JOSEPH ELMO, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
EDWARD ENDERS Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
PETER GOWING, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
DANIEL SOUZA, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund;
JONATHAN YOUNG, Individually, and as
Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund,
Council Member/Executive Board Member of New Jersey Carpenters'
Pension Fund, and Council Member/Executive Board Member of New Jersey Carpenters' Health Fund,

Defendants.

Plaintiff, George R. Laufenberg, through his attorneys Law Offices of Peter W. Till, 105 Morris Avenue, Suite 201, Springfield, New Jersey 07081, as and for the Complaint against the Defendants allege as follows:

JURISDICTION AND VENUE

1. Plaintiff, George R. Laufenberg, resides at 2344 Ramshorn Drive, #63, Borough of Allenwood, County of Monmouth, State of New Jersey 08720.

2. The Defendants Northeast Carpenters' Funds, New Jersey Carpenters' Fund, and New Jersey Carpenters' Pension Fund are located at and having their principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey.

3. The Plaintiff was the Administrator of the Defendants/Labor Trustees of Northeast Regional Council of Carpenters' Fund located at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey until his wrongful termination on December 21, 2016.

THE PARTIES

4. The Defendants/Labor Trustees of Northeast Regional Council of Carpenters' Fund have their principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey.

5. The Defendant New Jersey Carpenters Health Fund have their principal offices at Raritan Center II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey.

6. At all times relevant here, Plaintiff, by virtue of his employment by the Defendants as Administrative Manager of the New Jersey Carpenters Pension Fund, was a Participant in the New Jersey Carpenters' Pension Plan and the Northeast Carpenters Annuity Plan.

7. The New Jersey Carpenters Pension Plan and the Northeast Carpenters Annuity Plan (herein entitled the ("Qualified Plans") are "employee benefit plans" pursuant to 28 U.S.C. Sec. 186(c)(5), 29 U.S.C. Sections 1002(a), 1002 (2), 1002(3) and 1132(d)

(1), and are multi-employer Taft-Hartley pension plans within the meaning of 29 U.S.C. Section 1002(37) and 1145.

8. In December, 2016, Plaintiff attained the age of 65, and by virtue of his combined years of service and age, qualified for retirement benefits under the Qualified Plans. Monthly pension benefits under the New Jersey Carpenters Pension Plan commenced on or about January 1, 2017. Plaintiff elected to take his benefit under the Northeast Carpenters Annuity Plan in a lump sum rollover to an Individual Retirement Account, and submitted his request for a lump sum distribution in or about December, 2016.

9. At all times relevant hereto, Plaintiff was covered under an employment agreement between himself and the Trustees of the New Jersey Carpenters Pension Fund entitled "Employment and Deferred Compensation Agreement."

10. The Non-Qualified Deferred Compensation Agreement is an "employee benefit plan" as defined under 29 U.S.C. Section 1002(2)(A)(ii).

11. In December, 2016 Plaintiff attained the age 65, and, by virtue of his age and service, qualified for retirement benefits under the Deferred Compensation Plan.

12. The Plaintiff participated in the New Jersey Carpenters' Pension Fund before it was merged into the Northeast Carpenters' Pension Fund (the "Pension Fund" or the "Retirement Fund").

13. The Annuity Fund was established pursuant to an Agreement and Declaration of Trust in 1982 which has been amended from time to time.

14. The Annuity Fund pays or provides annuity benefits to participants of the Annuity Fund.

15. The Retirement Fund was established pursuant to an Agreement and Declaration of Trust in 1958, which has been amended from time to time.

16. The Retirement Fund pays or provides retirement benefits to participants of the Retirement Fund.

17. The Additional Security Benefits Fund (hereinafter referred to as "ASB Fund") was established pursuant to an Agreement and Declaration of Trust over multiple years, which has been amended from time to time.

18. The ASB Fund pays or provides certain supplemental benefits, such as health insurance coverage, vacation, unemployment, workers' compensation, all unreimbursed medical expenses and death benefits, to participants of the ASB Fund of which the Plaintiff was a participant since his employment was original commenced and with the establishment of each benefit.

19. The collective purpose of the Benefit Funds is to provide retirement benefits and various fringe benefits to eligible employees on whose behalf employers contribute to the Benefit Funds, pursuant to collective bargaining agreements between certain employers in the construction industry and the Northeast Carpenters Union (the "Union").

20. The Union is a local labor organization currently composed of more than 30,000 members representing, *inter alia*, employees of employers who are working in and around New Jersey and the Greater New York Metropolitan area.

21. The Defendant Robert Naughton is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefits funds.

The Defendant Robert Naughton is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff as set forth hereinbelow.

22. The Defendant Robert Satriano is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

The Defendant Robert Satriano is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff as set forth hereinbelow.

23. The Defendant Michael Shanahan is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Michael Shanahan is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New

Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

24. The Defendant William Sproule is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee and President under the various heretofore named benefit funds.

Defendant William Sproule is a Labor Trustee and President of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

25. The Defendant Frederick Swayze, Jr. is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Frederick Swayze, Jr. is a Labor Trustee of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

26. The Defendant Robert Tarby is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Robert Tarby is a Labor Trustee of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

27. The Defendant Anthony Verrelli is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Anthony Verrelli is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

28. The Defendant Peter Woodward is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Peter Woodward is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

29. The Defendant John Ballantyne is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee and Executive Secretary-Treasurer under the various heretofore named benefit funds.

Defendant John Ballantyne is a Labor Trustee and Executive Secretary-Treasurer of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

30. The Defendant William Banfield is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee and Second Vice President under the various heretofore named benefit funds.

Defendant William Banfield is a Labor Trustee and Second Vice President of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

31. The Defendant Scott Colton is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Scott Colton is a Labor Trustee of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

32. The Defendant Michael DeRosa is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee and Executive Board Member under the various heretofore named benefit funds.

Defendant Michael DeRosa is a Labor Trustee and Executive Board Member of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

33. The Defendant David Haines is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee and First Vice President under the various heretofore named benefit funds.

Defendant David Haines is a Labor Trustee and First Vice President of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

34. The Defendant Paul Leo is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Paul Leo is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

35. The Defendant Alex Lopez is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Alex Lopez is a Labor Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

36. The Defendant Thomas Mairs is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant Thomas Mairs is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

37. The Defendant James Malcolm is also named in his individual capacity because his actions exceeded his lawful authority as Labor Trustee under the various heretofore named benefit funds.

Defendant James Malcolm is a Labor Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

38. The Defendant John DeLollis is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant John DeLollis is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

39. The Defendant Robert Epifano is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Robert Epifano is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

40. The Defendant Glenn Garlatti is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Glenn Garlatti is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

41. The Defendant Earl R. Hall is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Earl R. Hall is Management Trustee of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

42. The Defendant Mark Hall is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Mark Hall is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

43. The Defendant Todd Helfrich is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Todd Helfrich is a Management Trustee of the Northeast Regional Council of Carpenters' Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

44. The Defendant Aaron Hilger is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Aaron Hilger is a Management Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

45. The Defendant Eric Jensen is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Eric Jensen is a Management Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

46. The Defendant Brad Jorrey is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Brad Jorrey is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

47. The Defendant Jack Kocsis is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Jack Kocsis is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

48. The Defendant James Logan is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant James Logan is a Management Trustee of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

49. The Defendant Brian McGlone is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Brian McGlone is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

50. The Defendant John O'Hare is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant John O'Hare is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

51. The Defendant F. Matthew Pepe is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant F. Matthew Pepe is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

52. The Defendant Robert Polisano is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Robert Polisano is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

53. The Defendant Adam Schmit is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Adam Schmit is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

54. The Defendant Alan Seidman is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Alan Seidman is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

55. The Defendant Brad Walters is also named in his individual capacity because his actions exceeded his lawful authority as Management Trustee under the various heretofore named benefit funds.

Defendant Brad Walters is a Management Trustee of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

56. The Defendant Daryl Bodewes is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Warden under the various heretofore named benefit funds.

Defendant Daryl Bodewes is a Council Member/Warden of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

57. The Defendant Thomas Bucco is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Conductor under the various heretofore named benefit funds.

Defendant Thomas Bucco is a Council Member/Conductor of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

58. The Defendant Dan Christy is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Dan Christy is a Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension

Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

59. The Defendant Eustace Eggie is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Eustace Eggie is a Council Member/Executive Board Member of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

60. The Defendant Joseph Elmo is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Joseph Elmo is a Council Member/Executive Board Member of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

61. The Defendant Edward Enders is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Conductor under the various heretofore named benefit funds.

Defendant Edward Enders is a Council Member/Conductor of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

62. The Defendant Peter Gowing is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Peter Gowing is a Council Member/Executive Board Member of the of Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

63. The Defendant Daniel Souza is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Daniel Souza is a Council Member/Executive Board Member of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension

Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

64. The Defendant Jonathan Young is also named in his individual capacity because his actions exceeded his lawful authority as Council Member/Executive Board Member under the various heretofore named benefit funds.

Defendant Jonathan Young is Council Member/Executive Board Member of the Northeast Carpenters' Annuity Fund, Labor Trustee of New Jersey Carpenters' Pension Fund and Labor Trustee of New Jersey Carpenters' Health Fund with principal offices at Raritan Plaza II, Post Office Box 7818, Township of Edison, County of Middlesex, State of New Jersey, duly vested and otherwise authorized to vote on matters, which authority was wrongfully exercised with respect to the Plaintiff set forth hereinbelow.

65. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. Section 1332 (a) because the matter in controversy exceeds the sum of $75,000.00 exclusive of interest and costs and the Plaintiff and Defendants are citizens of different States.

66. This Court has subject matter jurisdiction pursuant to 28 U.S.C. Section 1331, 29, U.S.C. Section 1332(e)(1) and 28 U.S.C. Section 1367.

67. Venue is proper in this Court pursuant to 28 U.S.C. Section 1391(a) and (c).

68. Venue is further proper in this district, pursuant to 29 U.S.C. Section 1332€(2), because the four (4) Benefit Funds, as hereinafter defined, were administered in this district, Defendants' breadth of fiduciary duties to the Plaintiff to place in this district, and the Defendants reside in or may be found in this district.

NATURE OF THE ACTION

69. This is an action for damages and equitable relief pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. Sections 1001, et seq. and New Jersey State law.

70. As fiduciaries of the ERISA plans or benefit funds (the "Funds" or "Benefit Funds") described below, the Plaintiff brings this action, pursuant to 29 U.S.C. Section 1132(a)(2) and (a)(3) and New Jersey State law, against these Defendants, in their official and individual capacity as fiduciaries for said Benefit Funds, for having wrongfully denied and/or mismanaged the Benefit Funds, thereby breaching the fiduciary duties they owed to the Plaintiff.

71. On December 20, 2016, the Plaintiff was asked to attend a meeting with Defendant John Ballantyne, the Funds Attorneys Mr. Widman and Mr. Kroll, the Management Co-Chairman Mr. John DeLolliss and Vice Chair Jack Kocsis.

72. At that conference the Plaintiff was asked to take a seat next to the "Funds" Attorney Mr. Widman and directly across from the Defendant John Ballantyne. They proceeded with questions of the Plaintiff about receiving his pension since October, 2015. The Plaintiff responded that as and because he was then sixty-five (65) years old, he commenced collection of his pension, to which he believed he was entitled and also continue working.

73. They confronted the Plaintiff and accused him of self-dealing and that the Plaintiff would have to repay the pension payments already received.

74. After further inquiry, the Plaintiff then responded that since 2001 he was in receipt of, on a quarterly basis, his annuity contribution for which taxes were paid.

75. The attorney for the Board of Trustees, Mr. Jack Widman responded that the Plaintiff would have to return and reimburse the annuity contribution previously taken without identification of a sum certain.

76. The Plaintiff responded that the Funds' accountant (David Evangelista) had previously reviewed the subject of the Plaintiff collecting his pension upon reaching the age of sixty-five (65) at the prior September 2015 Board of Trustees meeting.

77. The Plaintiff awaited a response from the Funds' attorney and with no response forthcoming the Plaintiff then commenced his pension on October 1, 2015.

78. The Funds' attorney, Mr. Jack Widman claimed he did not remember what wa previously discussed with the Fund's accountant (David Evangelista).

79. Accordingly, the Plaintiff asked Mr. Jack Widman to kindly to put in writing how the Trustees of the Funds would like to proceed.

80. On Wednesday, December 21, 2016 the Plaintiff received the Trustees of the Funds ultimatum, at approximately 12:00 noon, to retire on December 29, 2016 or be terminated on December 23, 2016.

81. Agreement to that ultimatum would and now immediately results in the Plaintiff forfeiting over one million ($1,000,000) dollars of compensation to be paid pursuant to the Plaintiff's Employment Contract.

82. Accordingly, the Plaintiff announced his refusal to that ultimatum and decided not to retire, with no further discussion of the matters reviewed on December 20, 2016.

83. The Plaintiff made attempts to connect with the Funds' attorney, Mr. Jack Widman and finally on Thursday, December 22, 2016 did receive a return telephone call from

Funds' attorney, Mr. Jack Widman, who again asked the Plaintiff if he had decided whether to tender his resignation or not.

84. The Plaintiff advised he was compelled to seek legal advice and would then reply.

85. The Plaintiff then received another telephone call from Funds' Attorney, Mr. Widman where the Plaintiff advised that he would not agree to retire, whereupon Mr. Jack Widman directed that the Plaintiff was to clear out his office that night (December 22, 2016) and not return.

86. The Plaintiff was fired by the Trustees on Thursday, December 22, 2016 although he had been originally advised that termination would be effective Friday, December 23, 2016.

87. Since Thursday, December 22, 2016 the deferred compensation portion of Plaintiff's pension payments under the Non-Qualified Deferred Compensation Plan have been frozen and stopped. That pension payment stands in excess of $14,000.00 a month and through the month of March, 2017 the Fund has now wrongfully withheld three (3) months payments and there is no indication that said pension payments will be resumed at any time now or in the future.

88. The Fund has also unilaterally and intentionally denied the Plaintiff access to his annuity account under the New Jersey Carpenters' Annuity Plan. That annuity account presently contains in excess of Seven Hundred Thousand Dollars ($700,000.00).

As of this date, the Fund continues to wrongfully withhold payment and otherwise deny the Plaintiff access to those annuity account funds and there is no indication that said annuity account payments will be resumed at any time now or in the future.

89. The Fund has also wrongfully, unilaterally and intentionally denied the Plaintiff payment of his salary under the Plaintiff's Employment Contract.

As of this time, the Fund has wrongfully withheld two (2) months payments, totaling $28,903.00, to date and there is no indication that payments under said Employment Contract will be resumed at any time now or in the future.

90. On Thursday, December 22, 2016 the Plaintiff departed his office and drove his business automobile home where it was left directly in front of his house after which it was retrieved by the Fund.

91. The Plaintiff also left all of the business credit cards in his office simultaneously with his departure on December 22, 2016.

92. The Plaintiff had previously purchased an iPhone and iPad for office use with personal funds and was requested to keep all business information confidential which was done.

93. The Defendant Executive Secretary-Treasurer John Ballantyne in his official capacity and individually, then wrongfully, maliciously and deliberately proceeded with the publication of a press release announcing the Plaintiff's firing, and has further personally directed the issuance and publication of two (2) separate emails to the entire Union membership and then followed by correspondence to the entire membership again wrongfully, maliciously and deliberately restating and repeating his press release, all of which has portrayed the Plaintiff "in a false light."

94. The press releases, emails and correspondence were transmitted to the entire Northeast Regional Council of Carpenters membership by the Defendant Executive Secretary-Treasurer John Ballantyne, in his official capacity, and individually, was

intentionally and deliberately falsely published without basis and intended to again portray the Plaintiff "in a false light."

95. From the outset, the Plaintiff received no explanation of the purported allegations, either from the Trustees or through Fund counsel, Mr. Jack Widman, specifically as to any questions about "self-dealing."

96. At the meeting in which it is now clear that a deliberate pre-judgment had been reached, the Plaintiff responded without reservation and with full clarity about the proper exercise of his rights as enumerated above.

97. The freezing of the Plaintiff's pension was utterly premature, wrong, deliberate, without an accounting and without authority and otherwise done to intentionally and deliberately exact injury upon the Plaintiff.

98. The Plaintiff had been employed by the Fund office since 1984, with never so much as a suggestion of any kind, with respect to his fidelity and his performance as Administrator on behalf of the Funds.

99. During his time as Administrator, there were no matters or issues as to jeopardy and/or financial integrity of the Funds.

100. Any and all annual audits by independent accounting firms and United States Internal Revenue Service confirmed that the financial integrity of the "Funds" throughout the Plaintiff's administrative leadership as being utterly and completely intact.

101. Nevertheless, the Plaintiff was terminated on December 23, 2016 with four (4) years left on his employment contracts. The employment contracts have in the past and that currently in effect were initially entered into between the Plaintiff and the

then Trustees of the Funds in 1998 (the "Employment Contract"). The Employment Contracts renewed for 5 year periods after initial establishment, unless the Trustees of the Funds terminated the Employment Contracts within a specified time preceding the expiration of each 5 year renewal.

102. In accordance with his annual salary ($286,845.00) the Trustees consistently awarded the Plaintiff at least one week holiday bonus pay based upon the number of years of employment. The consistent award of the holiday bonus pay to the Plaintiff is further evidence of the Trustee's recognition of the Plaintiff's excellent administering the Funds. That bonus has also now been wrongfully and deliberately denied to the Plaintiff despite the fact of his entitlement pursuant to the Employment Contracts.

103. The Plaintiff's annual salary as of December 20, 2016, was $286,845.00. With four (4) years left on the Plaintiff's Employment Contract the Plaintiff is immediately entitled to the sum of $1,147,380.00 in wages.

104. The Employment Contracts further provided for a ten (10%) percent annual annuity contribution.

105. The Plaintiff is further eligible to collect his pension (both qualified and deferred pension benefit) and there is no indication that said pension payments will be resumed at any time now or in the future.

106. The Fund is currently only paying the Plaintiff his monthly pension benefit under the New Jersey Carpenters' Pension Plan, which is the sum of $10,000.00 per month and has otherwise wrongfully and deliberately frozen $14,000.00 per month which is payable under the Non-Qualified "Deferred Compensation Plan which now totals as

due and owing $42,000.00 for the months of January 2017, February 2017 and March 2017, and there is no indication that it will be resumed at any time now or in the future.

107. The Fund has further wrongfully and deliberately denied access to and froze the Plaintiff's annuity which has $700,000.00 in the Plaintiff's annuity account, while also wrongfully and deliberately blocking access to another profit sharing account containing $24,000.00. The Plaintiff has an absolute legal right to these accounts. The withholding of payment and return of said funds to the Plaintiff is illegal and a malicious action by the Trustees of the Funds in their official capacity and individually.

108. The total loss, not including health coverage and various other benefits, pursuant to the terms and conditions of the Employment Contracts, is presently set at $1,933,760.00.

109. The Fund has wrongfully, deliberately, maliciously, unilaterally and illegally denied the Plaintiff access and otherwise froze the above set forth funds. Under the Fund's contractual obligations, Plaintiff is now seeking judgment for these monies.

FIRST COUNT
Breach of Fiduciary Duty Under Sections 502(a)(2) and 502(a)(3) of ERISA

110. Plaintiff repeats the allegations set forth in Paragraphs 1 through 109 as set forth herein at length.

111. The Defendants, and each of them, is a "fiduciary" as defined in ERISA Section 3(21)(A). As fiduciaries, the Defendants were owed the Plaintiff an obligation to administer and operate the Qualified Plans and the Non-Qualified Deferred Compensation Plan in accordance with the terms of ERISA and the Regulations issued pursuant thereto by the Internal Revenue Service and the Department of Labor.

112. Section 401(a)(13) of the Internal Revenue Code provides, *inter alia*, "A trust shall not constitute a qualified trust under this section unless the plan of which such trust is a part provides that benefits provided under the plan may not be assigned or alienated." Each of the Qualified Plans provide, in fact, that benefits thereunder may not be alienated or assigned.

113. Notwithstanding the specific provisions of the Qualified Plans and the applicable provisions of ERISA, the defendants seized and withheld the assets of the Qualified Plans belonging to the Plaintiff in an attempt to satisfy unproven and alleged claims and debts owed to the Defendants.

114. Said seizure and forfeiture is a direct violation of the Defendants' fiduciary duties to the Plaintiff pursuant to Sections 502(a)(2) and 502(a)(3) of ERISA.

WHEREFORE, Plaintiff demands:

(a) An immediate restoration of payments of the benefits to which he is entitled;

(b) Reimbursement of previously withheld benefits illegally withheld by the Defendants;

(c) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(d) for punitive damages;

(e) compensatory and punitive damages against the defendants individually;

(f) for interest;

(g) for costs of suit;

(h) for attorneys' fees; and

(i) for such other relief as the Court deems just.

SECOND COUNT
Breach of Fiduciary Duties under Section 503 of ERISA

115. Plaintiff repeats the allegations set forth in Paragraphs 1 through 114 as set forth herein at length.

116. Section 503 of ERISA [cite] provides:

"In accordance with regulations of the Secretary, every employee benefit plan shall:

> (1) provide adequate notice in writing to any participant or beneficiary whose claim for benefits under the plan has been denied, setting forth the specific reason for such denial, written in a manner calculated to be understood by the participant, and
>
> (2) afford a reasonable opportunity to any participant, whose claim for benefits has been denied for a full and fair review by the appropriate named fiduciary of the decision denying the claim."

117. Pursuant to the authority contained in Section 503 of ERISA, the Secretary of Labor issued Regulations contained in 29 CFR Section 2560.503-1, et. seq. Such Regulations contain the specific rules concerning the establishment of claims procedures and administrative requirements which every "employee benefit plan" is required to provide. With regard to non-qualified plans that are not required to provide Summary Plan Descriptions pursuant to 29 CFR Sections 2520.104-23 or 2520.104-

24, such plans are required to make the participant aware of the existence of the plan's claims procedures in conjunction with enrollment in the plan and how to obtain such procedures upon request.

118. The Qualified Plans contain provisions which are intended to satisfy the claims procedures and administrative requirements set forth in 29 CFR Section 2560.503-1, et. seq.

119. The defendants never provided the Plaintiff with copies of the claims procedures and administrative processes for appealing the denial of a claim or a benefit to which the Plaintiff was entitled under the Non-Qualified Plan.

120. The Defendants, without notice and without cause, seized and withheld the assets of the Qualified Plans and the Non-Qualified Plan without satisfying any of the notification requirements of the Regulations, or providing the Plaintiff with any opportunity to appeal the Defendants' seizure and withholding of the benefits to which he is entitled under the terms of the Qualified Plans and the Non-Qualified Plan.

121. 29 CFR 2560.503-1(l)(1) provides that, in the case of a plan that "fails to establish or follow the claims procedures consistent with the requirements of this section, a claimant shall be deemed to have exhausted the administrative remedies available under the plan and shall be entitled to pursue any available remedies under Section 502(a) of the Act on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a claimant chooses to pursue remedies under Section 502(a) of the Act under such circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by the appropriate fiduciary."

122. Plaintiff has exhausted his administrative remedies under the Qualified Plans and the Non-Qualified Plan.

123. By virtue of 29 CFR 2560.503-1(l)(1), have breached their fiduciary duty to the Plaintiff by failing to establish or follow a reasonable claims procedure under the Qualified Plans and the Non-Qualified Plan.

WHEREFORE, Plaintiff demands:

(a) An immediate restoration of payments of the benefits to which he is entitled;

(b) Reimbursement of previously withheld benefits illegally withheld by the Defendants;

(c) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(d) for punitive damages;

(e) compensatory and punitive damages against the Defendants individually;

(f) for interest;

(g) for costs of suit;

(h) for attorneys' fees; and

(i) for such other relief as the Court deems just.

THIRD COUNT
Failure to exhaust alternative remedies

124. Plaintiff repeats the allegations set forth in Paragraphs 1 through 123 as set forth herein at length.

125. Every fiduciary of an "employee benefit plan" and every person who handles funds or other property of such a plan is required to be bonded pursuant to ERISA Section 412(a), et. seq.

126. Upon information and belief, the Plaintiff and the Defendants were bonded pursuant to the requirements of Section 412(a) of ERISA.

127. Upon information and belief, the Plaintiff and the Defendants were covered by a fiduciary liability insurance policy or policies.

128. The allegations made against the Plaintiff by the Defendants are of such a nature that the Defendants and the Qualified Plans and the Non-Qualified Plan could be made whole through claims which could have been made by the Defendants under said bond and fiduciary insurance policy, rather than by illegally seizing and withholding the benefits to which the Plaintiff is entitled.

The defendants violated their fiduciary obligations to the Plaintiff and the Qualified Plans and the Non-Qualified Plan by failing to exercise their right to be made whole, to the extent they have valid claims against the Plaintiff, by filing claims under the bond and Fiduciary insurance policy rather than seizing and withholding the benefits to which the Plaintiff is entitled.

WHEREFORE, Plaintiff demands:

(a) An immediate restoration of payments of the benefits to which he is entitled;

(b) Reimbursement of previously withheld benefits illegally withheld by the Defendants;

(c) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(d) for punitive damages;

(e) compensatory and punitive damages against the Defendants individually;

(f) for interest;

(g) for costs of suit;

(h) for attorneys' fees; and

(i) for such other relief as the Court deems just.

FOURTH COUNT
(Fraud)

129. Plaintiff repeats the allegations set forth in Paragraphs 1 through 128 as set forth herein at length.

130. The Fund made the above stated representations with respect to the Plaintiff's employment with the intent that Plaintiff rely upon them.

131. The Defendants have no basis upon which to deny the Plaintiff all of his compensations and knew that the above stated representations on or after December 20, 2016 were false at the time that they were made to Plaintiff.

132. The Plaintiff reasonably relied on the terms and conditions of the Employment Contract and additional terms and conditions of the Benefit Funds.

133. As a result of the Plaintiff's reliance on Defendants' representations and the Defendants' breach of those contractual conditions, the Plaintiff has incurred damages.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

FIFTH COUNT
(Equitable Fraud)

134. The Plaintiff repeats the allegations set forth in Paragraphs 1-133 as set forth herein at length.

135. Defendants made the above stated representations with the intent that the Plaintiff reply upon them.

136. The Plaintiff believed the representations to be true at the time that they were made.

137. The Plaintiff reasonably relied on the above stated representations.

138. As a result of the Plaintiff's reliance on Defendants' representations, the Plaintiff incurred damages.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

SIXTH COUNT
(Negligent Misrepresentation)

139. The Plaintiff repeats the allegations set forth in Paragraphs 1-138 as set forth herein at length.

140. The Defendants above stated representations were negligently made.

141. The above stated representations were false when made.

142. The Plaintiff believed the representations to be true at the time that they were made.

143. The Plaintiff relied on the above stated representation.

144. As a result of the Plaintiff's reliance on Defendants' representations, the Plaintiff incurred damages.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

SEVENTH COUNT
(Unjust Enrichment)

145. The Plaintiff repeats the allegations set forth in Paragraphs 1-144 as set forth herein at length.

146. The Defendants received and continue to wrongfully retain and have frozen the Plaintiff's monies and to which Plaintiff is lawfully and immediately entitled.

147. Any reason for continuing with the present campaign of denying the Plaintiff his compensation and retirement monies, such reasons for such denial are otherwise false and pretextual and specifically are designed to deny said funds which the Plaintiff has worked his entire career to earn.

148. By virtue of Defendants' retention of said funds, it has been unjustly enriched.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

EIGHTH COUNT
(Breach of Contract)

149. The Plaintiff repeats the allegations set forth in Paragraphs 1-148 as set forth herein at length.

150. As aforementioned, on or about 1984 Plaintiff entered into an employment contract with Defendants, which was amended in 1998 to the current Employment Agreement, whereby Plaintiff was retained as Administrator and Fund Manager to the Benefit Funds and is entitled to benefits thereunder.

151. Now in breach of said Employment Contract and the provisions of the Benefit Funds, the Defendants have retained millions of dollars in amounts clearly owed to the Plaintiff.

152. There is no justification for Defendants to withhold these amounts with respect to the services provided by the Plaintiff over a significant number of years.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

NINTH COUNT
(Common Law Fraud)

153. The Plaintiff repeats the allegations set forth in Paragraphs 1-152 as set forth herein at length.

154. In connection with the Benefit Funds, Defendants, directly and indirectly, alone and in concert, knowingly or with reckless disregard, employed devices, schemes and artifices to defraud, make untrue statements of material facts, and/or omit to state necessary material facts in order to make statements egregiously misleading, and aided and abetted each other and others who may have worked together with them, in all such fraudulent conduct to deny Plaintiff his earned contractual payments and benefits.

155. Throughout the course of dealing with the Benefit Funds, the Defendants through the Trustees made statements written or oral to the effect that these were legitimate contractual payments and benefits to which the Plaintiff was fully entitled.

In addition, payments to the Plaintiff were fully and properly reflected on Internal Revenue Service Forms W-2 and Form 990s.

Additionally, counsel, accountants and actuaries paid by the Defendants Trustees and/or Benefits Funds had full and unrequited access to said information and were otherwise fully apprised of any allegation.

The denial of all entitlements to the Plaintiff on the grounds that the Defendants were without knowledge of the pension and other benefits owed to the Plaintiff and payments owed to the Plaintiff under the Employment Contract, is false, otherwise without support and wrongful and illegal conduct by the Defendants.

156. It is now clear that representations and promises were made by the Defendants with the intent to deceive the Plaintiff.

157. The Plaintiff did not know of the falsity of the representations.

158. The Plaintiff reasonably relied upon such representations to his detriment.

159. The representations were material and the Plaintiff reasonably relied upon the representations of Defendants.

160. The Defendants knew the Plaintiff was relying on their representations that payments under the Employment Contract and amounts held under the Funds would be available.

161. Thus, Defendants have deceived Plaintiff and defrauded the Plaintiff by withholding and freezing the above funds due to the Plaintiff.

162. At all relevant times, Plaintiff did not know of the untruths and misrepresentations described above.

163. To the contrary, Plaintiff relied in good faith upon the statements and representations of Defendants and Plaintiff believed those representations to be true and complete and did not have knowledge that payments and benefits would be denied to the Plaintiff based on false allegations.

164. By reason of the foregoing, Plaintiff has been damaged in an amount as yet to be determined, but believed to exceed five million ($5,000,000.00) dollars and Plaintiff is entitled to punitive damages from the Trustees in an amount to be determined at trial.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

TENTH COUNT
(Conversion)

165. The Plaintiff repeats the allegations set forth in Paragraphs 1-164 as set forth herein at length.

166. Defendant Trustees have misappropriated and converted for their own use the Benefit Funds' assets without the consent of Plaintiff.

167. Despite due demand, Defendants have failed and refused to provide such documentation as well as an accounting to establish the bona fides of Defendants' withholding and freezing of all of the Plaintiffs accounts.

168. As a direct and proximate result of the unlawful misappropriation and conversion of the Plaintiff's assets the Plaintiff has been and continues to be damaged in an amount as yet to be determined, but believed to exceed five million ($5,000,000.00) dollars.

169. In misappropriating and converting the Plaintiff's assets, the Defendants have been guilty of oppression, fraud and malice, and have acted in conscious disregard to the Plaintiff's rights, entitling Plaintiff to recover punitive damages against the Trustees in an amount as yet to be determined, but believed to exceed five million ($5,000,000.00) dollars.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, general and special and against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1, 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

ELEVENTH COUNT
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

170. The Plaintiff repeats the allegations set forth in Paragraphs 1-169 as set forth herein at length.

171. In entering into the contracts with Defendants, Plaintiff reposed trust and confidence in Defendants, to, among other things, deal with the Benefit Funds fairly in all of their affairs.

172. Defendants knew of and accepted such trust and confidence at the time they entered into the contract with the Plaintiff.

173. In entering into the contracts with the Plaintiff, Defendants impliedly covenanted that they would deal with the Plaintiff fairly and in good faith and would not capriciously or without good cause deprive the Plaintiff of the benefits under the Benefit Funds or payments under the Plaintiff's Employment Contract.

174. By its act, Defendants have breached their covenant of good faith and fair dealing towards Plaintiff.

175. In breaching their covenant of good faith and fair dealing towards Plaintiff, Defendants have been guilty of oppression, fraud and malice, and have acted in conscious disregard of Plaintiff's rights, entitling Plaintiff to recover punitive damages in an amount as yet to be determined, but believed to exceed five million ($5,000,000.00) dollars.

WHEREFORE the Plaintiff demands judgment on this Count against the Defendants as follows:

(a) for compensatory damages, and general and special damages against the Pension Fund which paid Plaintiff's salary pursuant to his Employment Contract through December 31, 2015 and the Health Fund which paid Plaintiff's salary on and after January 1 2016 and the payment of benefits which flowed therefrom;

(b) for punitive damages;

(c) for interest;

(d) for costs of suit;

(e) compensatory and punitive damages against the Defendants Individually;

(f) for attorneys' fees; and

(g) for such other relief as the Court deems just.

LAW OFFICES OF PETER W. TILL
Attorneys for the Plaintiff
105 Morris Avenue, Suite 201
Springfield, New Jersey 07081
(973)258-0064 telephone
(973)258-0064 fax

Dated: April 4, 2017

BY: /s/ Peter W. Till
Peter W. Till

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

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Attorneys for the Plaintiff
105 Morris Avenue, Suite 201
Springfield, New Jersey 07081
(973)258-0064 telephone
(973)258-0064 fax

Dated: April 4, 2017

BY: /s/ Peter W. Till
Peter W. Till

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other Court, arbitration or administrative proceeding.

LAW OFFICES OF PETER W. TILL
Attorneys for the Plaintiff
105 Morris Avenue, Suite 201
Springfield, New Jersey 07081
(973)258-0064 telephone
(973)258-0064 fax

Dated: April 4, 2017

BY: /s/ Peter W. Till
Peter W. Till

CERTIFICATION PURSUANT TO LOCAL RULE 201.1

Plaintiff, George R. Laufenberg, through its undersigned counsel, hereby certifies that the damages recoverable in this action exceed $150,000, exclusive of interest, costs and any claim for punitive damages.

LAW OFFICES OF PETER W. TILL
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Dated: April 4, 2017

BY: /s/ Peter w. Till
Peter W. Till